APPLICATION MARKETING AGREEMENT

Team Name and Address:	**Effective Date:**	August 26, 2013
The University of Arizona	**Team Contact:**	James Francis
1401 E University Blvd.	**Team Phone:**	520-621-8001
Tucson, AZ 85721	**Team Fax:**	
	Team Email:	jfrancis@email.arizona.edu

This Agreement is executed by and between Southern Experience, LLC, with its principal place of business at 3535 Piedmont Road, NE, Suite 600, Atlanta, GA 30305 (**"SE"**) and The University of Arizona, with its principal place of business at 1401 E University Blvd. Tucson, AZ 85721 (**"Team"**).

SE is a technology company owning a mobile platform that is coupled with back end optimization algorithms to help athletic teams, performing artists, and venues both enhance the fan experience and generate new revenue streams. SE's next generation technology, identified on Schedule A (the "Application'), offers fans at an event the ability to quickly upgrade their seats with friends. Team is an athletic organization that wishes to enter into a business relationship with SE to market the Application to Team's fans to improve the fan experience and generate revenue at its athletic events.

SE and Team hereby agree as follows:

This Agreement consists of this signature page, the terms and conditions beginning below, and those Schedules attached hereto. If there is a conflict between the terms and conditions of this Agreement and those of any Schedule, the terms and conditions of this Agreement control over those of the Schedule.

This Agreement (a) represents the entire understanding between the parties hereto with respect to the subject matter set forth herein, (b) supersedes all negotiations, agreements, contracts, commitments, and understandings, both verbal and written, between the parties with respect to the subject matter set forth herein, and (c) does not operate as an acceptance of any conflicting terms and conditions in, and shall prevail over any conflicting provisions of, any other instrument of either party.

IN WITNESS WHEREOF, SE and Team have caused this Agreement to be executed by their respective, duly authorized officers or representatives, effective as of the Effective Date.

SE: Southern Experience, LLC

By: Ben Ackerman

(Type or print name): Ben Ackerman

Title: President

Date: August 26, 2013

Team: The University of Arizona

By: GB

(Type or print name): Greg Byrne

Title: Director of Athletics

Date: 8/27/13

TERMS AND CONDITIONS

1. Duties of SE and Team. SE and Team each agree to undertake and fulfill the duties and obligations set forth on Schedule A hereto. Capitalized terms used in this Agreement are defined below or on Schedule A.

2. Fees and Payment.

(a) Upgrade Revenue Share. The parties agree that for every Upgrade received by a Fan through the Application, Team will owe SE a per transaction fee ("Fee") equal to the greater of (i) thirty-eight percent (38%) of the gross revenue collected by SE from the applicable Fan or (ii) $2.50.

(b) Payment. SE agrees to pay Team, via ACH, total revenue collected from fans by SE minus Fees (the "Net Fees") within thirty (30) days of the end of each month during the Term. Team will provide SE with all necessary ACH instructions. To the extent Net Fees are less than zero ("Net Fees Due"), SE will invoice Team for the Net Fees Due. All such invoiced amounts shall be due and payable by Team to SE within ten (10) days of the date of the applicable invoice. All payments made under this Agreement shall be in United States dollars. The payments under this Section are net amounts to be received by the applicable party, exclusive of all taxes, duties, sales taxes, value added taxes, assessments, and similar taxes and duties, and, except as otherwise provided herein, are not subject to offset or reduction because of any costs, expenses, taxes, duties, assessments, or liabilities incurred by the other party or imposed on a party in the performance of this Agreement or otherwise due as a result of this Agreement. Notwithstanding the foregoing, each party shall be responsible for the payment of any and all of its own income taxes and income tax withholding. Team shall collect and remit to the proper authorities all sales tax owed in connection with Upgrades sold to Fans.

3. Term and Termination.

(a) This Agreement shall be in effect as of the Effective Date and, unless terminated in accordance with this section, will continue in effect until July 31, 2016 (the "Initial Term"). Following the Initial Term, the Agreement shall renew for additional twelve (12) month terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent to not renew, such notification being due no less than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and any Renewal Term are referred to collectively herein as the "Term".

(b) Notwithstanding the above, in the event that the Pac-12 conference enters into a conference wide agreement with a mobile upgrade provider Team shall have the right to terminate this agreement at any time by providing 90 days written notice to SE.

(c) Either party may terminate this Agreement upon the breach by the other party of a provision of this Agreement, which breach is not cured within 30 days of the date of written notice thereof.

(d) In addition to those sections of this Agreement that survive expiration or termination of this Agreement by their express terms, Sections 5, 6, 8, and 9 shall survive expiration or termination of this Agreement to the maximum extent permitted by applicable law.

4. Representations and Warranties. Each party hereby represents and warrants to the other that it:

(a) has authorized the person who is signing this Agreement for such party to execute and deliver this Agreement; and

(b) has all rights and licenses necessary to enter into this Agreement and to perform its obligations hereunder.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability; Indemnification.

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR ANY FORM OF SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (WHETHER OR NOT FORESEEABLE) ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT, WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ACTS OR OMISSIONS INVOLVING INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

(b) SE will defend, indemnify and hold Team, its parent company and their affiliates harmless from, any loss, expense (including reasonable out-of-pocket attorneys' fees and court costs), damage or liability arising out of or in connection with a claim that the Application or the use thereof infringes any patent, copyright, trade secret or any proprietary rights of any third party.

(c) The following procedures will be followed in connection with any claim for indemnification hereunder (provided that it is understood that failure to follow these procedures will not limit an indemnifying party's obligation to provide indemnification, except to the extent that failure to follow such procedures materially prejudices the indemnifying party's ability to defend against a claim for which indemnification is sought):

i. The indemnified party will promptly inform the indemnifying party in writing of any such claim, demand or suit and the indemnifying party will reasonably cooperate in the defense thereof;

ii. Subject to Section 5(c)(iii) below, the indemnified party will give the indemnifying party sole control of the defense and all related settlement negotiations (unless the indemnified party shall have reasonably concluded that counsel selected by the indemnifying party shall have a conflict of interest due to different or additional defenses, in which case the indemnifying party shall be liable for the fees of a separate counsel for the indemnified party); and

iii. The indemnified party will not agree to the settlement of any such claim, demand or suit prior to a final judgment thereon without the consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed and will not agree to the settlement of any such claim, demand or suit unless such settlement provides for the complete and unconditional release of

the indemnified party, without the prior written consent of the indemnified party.

(d) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY, THEIR SUBSIDIARIES, AFFILIATES, OR DIRECTORS, OFFICERS, EMPLOYEES OR OTHER AGENTS BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE NET REVENUE SHARE PAID TO THE PARTY TO BE CHARGED.

6. **Proprietary Rights**. SE and Team shall retain any and all right, title and interest in and to each party's respective intellectual property of any nature (including, but not limited to, trade secrets, copyrights, and trademarks), unless otherwise agreed by SE and Team in writing. Except as otherwise provided herein, SE and Team each agree not to reproduce the other party's intellectual property. Without limiting the foregoing, each party shall retain all right, title, and interest to any pre-existing list or independently created list of customers and any data or list created or obtained by each party through performance under this Agreement.

7. Licenses.

(a) Team hereby grants SE the exclusive right during the Term to offer ticket upgrades to fans holding tickets to Team athletic events through use of the electronic delivery of offers to personal wireless devices.

(b) During the Term, SE and Team each will have the non-exclusive right, without separate charge, to use the other's business name and any trade names, trademarks and service marks as may be necessary to fulfill their obligations under Schedule A hereto (referred to collectively herein as the "Marks"). Each use of the Marks by the other party shall be subject to prior approval and either party hereto shall have the right to reasonably object to the other party's use of its Marks and to reasonably direct the use of its Marks on the Application or any web site controlled by the other party. Each of SE and Team will retain all goodwill and all other rights in connection with their respective Marks. Neither SE nor Team will obtain any rights in the other's Marks as a result of their use of the other's Marks.

(c) In each case where any Marks appear, appropriate notices shall indicate that such Marks are the trademarks of the respective parties. Neither party shall use the Marks of the other party in connection with any product or service that is obscene or libelous or in any manner that is unlawful. Each party reserves the right to refuse to allow the other party to use the Marks together with any service or product that such party believes, in its reasonable discretion, to be inappropriate for such party's target market.

8. Confidentiality.

(a) Each party acknowledges that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to the Application, Trade Secrets, Fan data, accounting data, and other proprietary information relating to the business of Team and SE (collectively, the "Confidential Information"), which each party desires to protect from unauthorized disclosure or use. Each party hereto acknowledges that the Confidential Information of the other is confidential and agrees not to disclose such Confidential Information to anyone outside of the receiving party without the prior written consent of the disclosing party. Each party agrees to use the same measures to protect the other party's Confidential Information as it takes to protect its own Confidential Information, but in no event less than reasonable care under the circumstances. In addition, the receiving party agrees that it will not, without the prior written consent of the disclosing party, use the Confidential Information for any purpose other than to fulfill its obligations to the other party under this Agreement.

(b) The following information shall not be subject to the confidentiality restrictions set forth in this Section:

i. Information that the receiving party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing party or from a third party under a continuing obligation of confidence to the disclosing party;

ii. Information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the receiving party; and

iii. Information which the receiving party is required to disclose in response to a valid court order or otherwise required to be disclosed by law, but only if the receiving party has given the disclosing party prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information.

(c) With regard to Confidential Information that constitutes a trade secret under applicable law, the obligations in this Section shall continue for so long as such information constitutes a trade secret. With regard to all other Confidential Information, the obligations in this Section shall continue for Term and for a period of four (4) years thereafter.

9. General.

(a) Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, except that a party may assign this Agreement to an affiliate or Change of Control. For purposes of this Agreement, a "Change of Control" means a sale of all or substantially all of the assets of a party or the transfer of a controlling interest in the voting stock of a party. Subject to the foregoing, the rights and obligations of the parties will bind and inure to the benefit of their respective successors and assigns.

(b) Delay. Neither party will be liable to the other party for any failure nor delay in performance caused by reasons beyond such party's reasonable control, and any such failure or delay will not constitute a breach of this Agreement.

(c) Expenses. Except as otherwise noted, each party to this Agreement will bear its own expenses in connection with fulfilling its obligations under this Agreement.

(d) Notices. Any notices under this Agreement will be sent by nationally-recognized express delivery services, or certified or registered mail, return receipt requested, to the addresses of each of the parties set forth below, or such other address as each party may subsequently specify in writing. Notice by express delivery will be deemed received effective upon delivery. Notice by certified or registered mail will be deemed received effective on the date signed for or rejected by addressee.

i. Notice to Team shall be sent to the following address:

The University of Arizona
Director of Athletics
McKale Memorial Center
1 National Championship Drive
PO Box 210096 #233
Tucson, AZ 85721-0096
Attention: James Francis
Telephone: 520-621-8001

ii. Notice to SE shall be sent to the following address:

Southern Experience, LLC
3535 Piedmont Road, NE, Suite 600
Atlanta, GA 30305
Attention: Ben Ackerman
Email: ben@findexp.com

(e) Nature of Relationship. Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship, or as granting any franchise.

(f) Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

(g) Final Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and verbal) regarding such subject matter.

(h) Equitable Relief. Each of the parties hereto acknowledges that violation of Sections 6, 7, and 8 hereof may cause irreparable injury to the other party, and that such violation may not be capable of remedy by money damages or other remedy at law. Each party shall therefore accordingly have the right to seek injunctive and equitable relief to restrain any improper disclosure or use (or any attempted or intended disclosure or use) in any court of competent jurisdiction, without the necessity of either party posting any bond in such proceeding, any such bond requirement being hereby waived by the parties hereto. The parties hereto acknowledge that they have relied on the provisions hereof in making their decision to disclose the confidential information hereunder and that neither party would have made such disclosures unless entitled to the protection of this provision.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(j) Governing Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, without giving effect to any principles that may provide for the application of the laws of another jurisdiction. This Agreement shall be governed by the laws of the state of Arizona, without giving effect to its choice of law or conflicts of laws provisions. The parties agree that the federal and state courts in the State of Arizona shall have personal jurisdiction over the parties with respect to, and that venue shall be proper in such courts with respect to, and that such courts shall be the exclusive forum for the resolution of any matter or controversy arising from or with respect to this Agreement.

(k) The Parties recognize there may be additional opportunities to generate revenue from the relationship evidenced by this Agreement such as revenue from sponsors, Fans and other third parties as it relates to Upgrades ("Related Opportunities"). Prior to either Party implementing any Related Opportunities, the Parties will mutually agree on revenue share and pricing adjustments. By way of example, should the Team acquire a sponsor of the Upgrade and thereby choose, in accordance with Section 2(a), to set a lower Upgrade price, the Team will meet with SE to mutually agree on the revenue share and pricing adjustments of such Related Opportunity.

(l) Addendum. The terms set forth in the attached Addendum are hereby made a part of this Agreement and shall apply to the relationship between the parties set forth in this Agreement.

Schedule A

To

Application Marketing Agreement

The Application

The Application is a mobile platform coupled with back end optimization algorithms to help athletic teams, performing artists, and venues both enhance the fan experience and generate new revenue streams. SE's next generation technology offers fans at an event the ability to quickly upgrade their seats with friends.

Obligations

1. Through Fan use of the Application, SE will offer, sell and distribute electronic ticket upgrades to fans in attendance at Team athletic events who have downloaded the Application ("Fans"). The Application will allow a Fan(s) the option to move from their current seat(s) to a seat(s) associated with the tickets in the Ticket Inventory ("Upgrade(s)"). Ticket Inventory includes unsold, vacated and unused seat inventory. Team will roll out both unsold and vacated inventory capabilities at the beginning of 2012 season and unused inventory capabilities during the 2012 season.

2. The Team will provide SE with a minimum of 50 unsold premium seat tickets for Ticket Inventory to home games during the term. The Team may increase the amount of premium seat tickets as desired. Team will deliver the unsold ticket inventory to SE at a mutually agreeable time and format before each applicable game is scheduled to begin. Notwithstanding the foregoing, if zero premium seat tickets are sold at a game, then Team will not owe SE any fees under this Agreement, including but not limited to under Section 2(b) of this Agreement.

3. Team will deliver season ticket holder email addresses and seat locations to SE in a mutually agreeable time and format for the sole purpose of SE being able to automatically provide season ticket holders with upgrade priorities and preferences as well as the ability to create vacated upgrade inventory to be used for upgrades in the Ticket Inventory. Notwithstanding the foregoing, SE agrees that it will communicate with Team's season ticket holders (a) only with the prior written consent of Team and (b) only for the purposes expressly authorized by Team.

4. SE will provide customer support to Fans who use the Application and train specified Team personnel to provide support as needed. Team will provide a single point of contact for customer support issue escalation.

5. Team will provide to SE a price floor for each Upgrade. SE has the ability to price that Upgrade at or above the associated price floor. Notwithstanding the foregoing, Team reserves the right to set a fixed price for each Upgrade to be offered by SE on a per game basis or otherwise.

6. The Team will market the program to Fans. SE will provide to Team best practice marketing tactics, collateral design and other marketing for Upgrades.

7. Team will train ushers and other necessary personnel at Team's venue to recognize and accept the Upgrades evidenced on Fans' mobile devices. SE will provide Team with best practice training tactics and training collateral.

8. SE will provide the ability for the Team's mobile application provider to integrate the Application into the Team's own branded mobile application using a chrome-less browser directed to the Application.

9. Team gives SE the rights to use Team's 3D seat images in the Application.

10. The Team and SE will create a case study that demonstrates strategy, tactics, results and metrics needed for a successful upgrade program. The Parties will mutually approve distribution of the case study.

ADDENDUM

The following terms are added to and form a part of the attached Agreement:

1. **ARBITRATION**
   The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars ($50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

2. **CONFLICT OF INTEREST**
   This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

3. **DEPOSITS**
   Arizona Revised Statute § 35-154 provides that no obligation for which there is not an existing legislative appropriation is valid. The University does not have an existing appropriation for penalties that may be imposed by Agreement and, consequently, cannot entertain or pay penalty clauses or be liable for expenses other than reasonable and documented damages directly associated with the cancellation or reduction in scope of the service specified in this Agreement.

4. **INDEMNIFICATION AND HOLD-HARMLESS**
   Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-L interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

5. **INSPECTION AND AUDIT**
   PFB agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the Agreement. In addition, PFB agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

6. **INSURANCE**
   The parties recognize that Lessee is insured by its participation in the Arizona State Risk Management Program under Arizona Revised Statute § 41-621 and any liability insurance coverage provided by Lessee shall be that coverage available under Arizona Revised Statute § 41-621.

7. **NON-DISCRIMINATION**
   The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

8. **SUDAN and IRAN SCRUTINIZED BUSINESS OPERATIONS**
   Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), PFB certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in A.R.S. §§ 35-391(15) and 35-393(12), respectively.